Rogers Third-Party Subscription Terms - Disney+

These Rogers Third-Party Subscription Terms ("Terms") apply to your Disney+ service ("Disney+") subscription offered through Rogers Communications Canada Inc. ("Rogers"), (a "Rogers Disney+ Subscription"). These Terms supplement the Rogers Terms of Service, Acceptable Use Policy and Privacy Policy available at rogers.com/terms, and form part of your agreement with Rogers. Disney+ does not form part of your wireless or residential services with Rogers. If there is any inconsistency between the materials listed above and these Terms, these Terms prevail.

1. Rogers Disney+ Subscription

Disney+ is a video subscription service that allows subscribers to stream certain video content on compatible devices via the Disney+ app or the disneyplus.com website. The Disney+ service, including all content, is provided by Buena Vista International, Inc. ("**Disney**"). Rogers allows you to sign up for and cancel your Rogers Disney+ Subscription through your MyRogers account, and bills you for your Rogers Disney+ Subscription on your Rogers bill, on behalf of Disney.

Your use of Disney+ is subject to the <u>Disney+ Subscriber Agreement</u>, available at disneyplus.com/legal/subscriber-agreement, which is an agreement between you and Disney. Please ensure you read and understand that agreement before subscribing to Disney+ through Rogers.

In order to subscribe to Disney+ through Rogers, you must first subscribe to an eligible Rogers plan (as described in section 2 below). You may be eligible for a Rogers Disney+ Subscription with a promotional offer made available to you by Rogers (a "Rogers Disney+ Promotional Offer"). Only one Rogers Disney+ Promotional Offer may be applied towards a Rogers Disney+ Subscription. The Disney+ service allows for the creation of more than one profile under one account, as described in the Disney+ Subscriber Agreement.

If you sign up for multiple Rogers Disney+ Subscriptions (including multiple Rogers Disney+ Promotional Offers which require you to sign up for a new Rogers Disney+ Subscription each time), you will be billed for each separate subscription.

If you have an existing Disney+ subscription directly with Disney, you can activate your Rogers Disney+ Subscription using the same Disney+ account, and billing for your existing Disney+ subscription will be paused. If you do not wish to activate your Rogers Disney+ Subscription using your existing Disney+ account, then you will have to create a new Disney+ account for your Rogers Disney+ Subscription, both subscriptions will run concurrently and you will be charged for each subscription.

If you have an existing Disney+ subscription through a third party, you must manage that subscription with that third party to avoid duplicate subscriptions and fees. If you wish to keep your existing Disney+ subscription through a third party, then your Rogers Disney+ Subscription and that third party subscription will run concurrently and you will be charged for each subscription.

2. Plan/Service, Device and Internet Requirements

To use Disney+, you must have a compatible device, software and Internet access, as described in the Disney+ Subscriber Agreement. You are responsible for any data usage incurred to access Disney+.

To subscribe to Disney+ through Rogers, you must first subscribe to an eligible Rogers postpaid wireless plan, or an eligible Rogers residential service, which may also make you eligible for a Rogers Disney+ Promotional Offer. Once you have subscribed to your eligible Rogers service, you must sign up for your Rogers Disney+ Subscription within $\bf 90$ days and follow the steps outlined in section 3 below to activate your Rogers Disney+ Subscription.

If the wireless line through which you received your Rogers Disney+ Subscription is cancelled, that Rogers Disney+ Subscription will be cancelled in accordance with section 5 below.

If all your Rogers residential services on your Rogers residential bill are cancelled (including Smart Home Monitoring), your Rogers Disney+ Subscription that you received through a Rogers residential service will be cancelled in accordance with section 5 below.

To continue a Rogers Disney+ Promotional Offer during the promotional period, you must remain on an eligible plan or service for that subscription. Rogers may check your eligibility from time to time, and immediately cancel your Rogers Disney+ Subscription if the wireless line or Rogers residential service (as applicable) through which you received your Rogers Disney+ Subscription is moved to an ineligible plan or service during the promotional period. After your promotional period, if you move to an ineligible plan or service, your Rogers Disney+ Subscription and monthly subscription fee (as described in section 4 below) will continue until cancelled in accordance with section 5 below.

3. Promotional Offers

Your Rogers Disney+ Subscription and any Rogers Disney+ Promotional Offer start on the day you sign up for the Rogers Disney+ Subscription, and Rogers Disney+ Promotional Offer if applicable. To get the full benefit of your Rogers Disney+ Subscription and any promotional period, please activate your Rogers Disney+ Subscription immediately by logging into MyRogers and following the activation steps to create or confirm your Disney+ account. You may only sign up for a Rogers Disney+ Promotional Offer once per eligible wireless number and once per eligible residential service.

4. Subscription Fees

The monthly subscription fee for your Rogers Disney+ Subscription will be charged to your applicable Rogers account, per subscription, plus applicable taxes. Your Rogers Disney+ Subscription will automatically renew every month until cancelled in accordance with section 5 below. Any additional purchase you make through the Disney+ service (e.g., Premier Access) will be made directly through Disney+ and not will not be chargeable through your Rogers account.

If you received a Rogers Disney+ Promotional Offer, your promotional period and Rogers Disney+ Subscription starts on the day you sign up, and your monthly subscription fee will be charged starting on the day after your promotional period ends, unless cancelled at least **1** day before the end of the promotional period.

5. Cancellation of your Rogers Disney+ Subscription

Rogers may cancel your Rogers Disney+ Subscription at any time in accordance with these Terms, or the Rogers Terms of Service. Disney may cancel your Rogers Disney+ Subscription at any time in accordance with the Disney+ Subscriber Agreement. You may cancel your Rogers Disney+ Subscription at any time through your MyRogers account or by contacting us at 1-888-ROGERS1 (764-3771).

If your Rogers Disney+ Subscription is cancelled during the promotional period, cancellation will take effect immediately (unless otherwise indicated). If your Rogers Disney+ Subscription is cancelled once the promotional period is over, cancellation will take effect at the end of the current monthly subscription period for your Rogers Disney+ Subscription and you will continue to have access to Disney+ until the end of that monthly subscription period (unless otherwise indicated). In either case, if the wireless line or Rogers

residential service through which you received your Rogers Disney+ Subscription is transferred to another account holder, the applicable Rogers Disney+ Subscription will be immediately cancelled.

For **residents of Québec**, if you would like to cancel your Rogers Disney+ Subscription effective immediately, please call us at 1-888-ROGERS1 (764-3771) and request immediate cancellation. You will be refunded for the portion of the subscription period not completed as of your requested cancellation date.

If you had a Disney+ subscription directly with Disney that was paused when you activated your Rogers Disney+ Subscription, then once your Rogers Disney+ Subscription is cancelled, your previous Disney+ subscription and billing directly with Disney will resume.

Once your Rogers Disney+ Subscription is cancelled, you cannot re-add a promotional or paid subscription to that Rogers wireless line or residential service.

6. Changes to your Rogers Disney+ Subscription

Disney may make changes to the Disney+ service, including changes to content and your monthly subscription fees, in accordance with the Disney+ Subscriber Agreement.

Rogers may change aspects of your Rogers Disney+ Subscription, including aspects relating to billing processes, sign up and cancellation, as long as we give you at least 30 days' prior written notice. We will send you the written notice by bill message, text message, letter, e-mail or by message to your MyRogers account inbox, and it will explain the change, when it will take effect and your rights.

7. Privacy and Personal Information

Rogers handles all personal information in accordance with its privacy policy, available at rogers.com/privacy.

To use your Rogers Disney+ Subscription, you will need to activate it with Disney using a Disney+ account, and you may be required to provide personal information to Disney. Your use of the Disney+ service is subject to The Walt Disney Company Privacy Policy, available at disneyplus.com/legal/privacy-policy.

8. Warranties and Limitation of Liability

These Terms must be read with the warranties, limitation of liability and indemnity provisions in the Rogers Terms of Service, which are provided to you and posted at rogers.com/terms. You acknowledge that Rogers allows you to sign up for and cancel your Rogers Disney+ Subscription through your MyRogers account, and bills you for your Rogers Disney+ Subscription on your Rogers bill, on behalf of Disney. However, Rogers has no control over and excludes all liability regarding your use of the Disney+ service, app and website, including any content accessed through Disney+, or changes to the Disney+ service, app, website and monthly subscription fees.

9. Customer Service

For assistance with your Rogers Disney+ Subscription, including Rogers account help, billing, and managing or cancelling your subscription, please visit MyRogers, see the Disney+ <u>FAQs</u> or contact us at 1-888-ROGERS1 (764-3771). Any assistance regarding the Disney+ service should be directed to Disney using the contact information available on the Disney+ service or as set out in the Disney+ Subscriber Agreement.

These Terms have been drawn up in the English language at the express request of the parties. Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.

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